Supreme Court, U.S.
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JUN 16 1980
MICHAEL RODAK, JR., CLERK

IN THE SUPREME COURT OF THE UNITED STATES

October Term, 1979

No. 79-1934

FLOYD H. DANIELS,

Petitioner,

vs.

SOUTHERN CALIFORNIA RAPID TRANSIT DISTRICT, a public corporation; and JACK R. GILSTRAP, as General Manager of the SOUTHERN CALIFORNIA RAPID TRANSIT DISTRICT,

Respondents.

SUPPLEMENTARY APPENDIX

FLOYD H. DANIELS
4650 Coliseum Street, Apt. #1
Los Angeles, California 90016
(213) 296-4588 - 788-9450, Ext. 40

In Propria Persona

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In Propria Persona

TOPICAL INDEX

	Page
SUPPLEMENTARY APPENDIX	1
A. FINAL ORDERS, MEMORANDUM, AND JUDGMENT	2
FINAL ORDER, Court of Appeals	2
MEMORANDUM, Court of Appeals	3
FINAL ORDER, District Court	7
JUDGMENT, District Court	9
B. EXHIBITS	11
EXHIBIT "A", AMENDED JUDGMENT (Final), District Court	11
EXHIBIT "B", A Letter Of An Agreement For Reinstatement	13
EXHIBIT "C", A Photostat Copy Of A Check, Dated June 22, 1977, From Respondents To Petitioner	15
EXHIBIT "D", A Letter, Dated June 25, 1977, From Petitioner To Respondents	16
EXHIBIT "E", A Letter Dated July 15, 1977, From Petitioner To Respondents, Requesting Rienstatement	19

Page

EXHIBIT "F", A Letter, Dated August 15, 1977, From Petitioner To Respondents 28

EXHIBIT "G". A Letter, Dated August 16, 1977, From Respondents To Petitioner, In Which Respondents Denied Petitioner's Request For Reinstatement 32

IN THE

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No. 1934

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SOUTHERN CALIFORNIA RAPID TRANSIT DISTRICT, a public corporation; and JACK R. GILSTRAP, as General Manager of the SOUTHERN CALIFORNIA RAPID TRANSIT DISTRICT,

Respondents.

SUPPLEMENTARY APPENDIX

This Supplementary Appendix is one, and the very same one, that was filed with Petitioner's "Petition For A Writ Of Certiorari To The United States Court Of Appeals For The Ninth Circuit," dated June 6, 1980; which is a true copy of the lower Courts' Rulings; and Exhibits, that are typed with a larger type, in accordance with the Rules of this United States Supreme Court.

A. FINAL ORDERS, MEMORANDUM, AND JUDGMENT.

UNITED STATES COURT OF APPEALS

FOR THE NINTH CIRCUIT

FLOYD H. DANIELS, Plaintiff-Appellant,	)	
vs.	)	No.78-2007
SOUTHERN CALIFORNIA RAPID TRANSIT DISTRICT, a public corporation; and JACK R. GILSTRAP, as General Manager of the Southern California Rapid Transit District, Defendants-Appellees,	)	ORDER

Before: TRASK and FLETCHER, Circuit Judges, and SOLOMON, *District Judge

The panel as constituted in the above case has voted to deny the petition for rehearing.

The petition for rehearing is denied. Filed April 21, 1980.

*Honorable Gus J. Solomon, Senior United States District Judge for the District of Oregon, sitting by designation.

UNITED STATES COURT OF APPEALS

FOR THE NINTH CIRCUIT

	Filed Mar. 12,
FLOYD H. DANIELS,	1980.
Plaintiff-Appellant,	
vs.	No. 78-2007
SOUTHERN CALIFORNIA RAPID TRANSIT DISTRICT, a public corporation; and JACK R. GILSTRAP, as General Manager of the Southern California Rapid Transit District.	MEMORANDUM
Defendants-Appellees.	

Appeal from the United States District Court for the Central District of California.

Before: TRASK and FLETCHER, Circuit Judges, and SOLOMON, *District Judge.

Floyd H. Daniels, a black man, was a bus driver for the Southern California Rapid Transit District (Transit District). In April 1970, he was discharged after a hearing for violating company rules on unauthorized dual employment and the falsifying sick reports. These matters came to light as a result of an investi-

*Honorable Gus J. Solomon, Senior United States District Judge for the District of Oregon, Sitting by designation.

gation by the Transit District when he was arrested for the attempted rape of a passenger on his bus, a charge on which he was acquitted.

In November 1977, Daniels filed the pro se action against the Transit District and its general manager (appellees) which is now before the court. In it he contends, as he had in two prior actions, that because of his race he was terminated. He again sought reinstatement and damages for having been wrongrully discharged in 1970.

The appellees filed a motion to dismiss on the ground that under the doctrine of res judicata the adverse judgments in the two prior actions barred Daniels from maintaining this action and on the further ground that this action was barred by the statute of limitations.

The district court granted the motion and ordered the complaint dismissed on the ground that the judgment against Daniels in the prior district court action barred the present action on the doctrine of res judicata. Shortly thereafter, Daniels filed a motion to reconsider (civ. R. 59(e)) the ruling and judgment. On April 10, 1978, the district court denied the motion for reconsideration, and again, "ordered, adjudged and decreed that plaintiff take nothing by his complaint."

Daniels appealed from that order.

The standard of review on a Rule 59(e) motion is whether there was a

manifest abuse of discretion. Walker v. Bank of America, 268 F.2d 16, 25 (9th Cir.), cert. denied, 361 U.S. 903 (1959).

Pleadings in civil rights action must be liberally construed, Thomas v. Younglove, 545 F.2d 1171 (9th Cir. 1976), particularly when brought pro se. Haines v. Kerner, 404 U.S. 519 (1972).

Even with this standard, our review of the record shows no abuse of discretion in the denial of the motion to reconsider. Moreover, we reject appellees' contention that we are limited to that issue. We have considered whether the court properly dismissed the action on the Transit District's motion for summary judgment.

Daniels contends that the present action encompasses matters outside the scope of the prior state and federal actions and that his claim is therefore not identical with that set forth in the prior actions.

Daniels sought the same kind of relief in each action filed. All of them arose out of the same set of facts culminating in the termination of his employment by the transit District in 1970.

The state court judgment based on the Transit District's motion for summary judgment and the prior federal district court's judgment based on the Transit District's motion to dismiss on the ground that Daniels' claim was time barred were both judgments on the merits.

Where a claim is based on the same asserted wrong that was the subject of a prior action, and where the parties are the same, res judicata will bar the subsequent action because a prior judgment on the merits will not only bar every claim that was raised in the prior action but will also preclude every other legal theory on ground for recovery that might have been asserted. See Scoggin v. Schrunk, 552 F.2d 436 (9th Cir. 1975), Cert. denied, 423 U.S. 1066 (1976).

There is no merit of Daniels' attempt to overcome the running of the statute of limitations by asserting that the Transit District's refusal to meet his 1977 demand for unconditional reinstatement constitutes grounds for a new claim. A request for reinstatement does not revive an earlier claim based on a discriminatory termination, particularly when the earlier termination was held to be lawful. United Airlines v. Evans, 431 U.S. 555 (1977); Masco v. United Airlines, 574 F.2d 1127 (3rd Cir. 1978).

AFFIRMED.

MUSICK, PEELER & GARRETT
Attorneys At Law
One Wilshire Boulevard
Los Angeles, California 90017
Telephone (213) 629-3322

STEVEN D. WEINSTEIN
Attorneys for Defendants
SOUTHERN CALIFORNIA RAPID
TRANSIT DISTRICT and JACK
R. GILSTRAP.

Filed April
10, 1978

UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA

FLOYD H. DANIELS Plaintiff, vs. SOUTHERN CALIFORNIA RAPID TRANSIT DISTRICT, a public corporation; and JACK R. GILSTRAP, as General Manager of the SOUTHERN CALIFORNIA RAPID TRANSIT DISTRICT, Defendants.	Civil No. 77-4103-AAH ORDER

The Motion of the Plaintiff, FLOYD H. DANIELS, to Alter or Amend Judgment, designated by the Plaintiff as a Motion for Reconsideration, duly and regularly came on for hearing before the HONORABLE A. ANDREW HAUK, District Judge, on the 27th day of March 1978, the Plaintiff appearing in propria persona, and the

Defendants appearing by their counsel, MUSICK, PEELER & GARRETT by STEVEN D. WEINSTEIN, and the Court having considered the Plaintiff's Motion for Reconsideration of the Judgment entered on February 7, 1978, and the case having been fully argued, and the matter having been submitted, and the Court having found that the Motion for Reconsideration raises no new matters and is without merit, and the Court having found that Defendants' Motion to Dismiss the Complaint for Failure to State a Claim Upon Which Relief Can Be Granted was properly granted, and the Court having advised and cautioned the Plaintiff regarding provisions imposing sanctions for vexatious litigation, including Local Rule 3(i) of the United States District Court of the Central District of California:

IT IS ORDERED, ADJUGED AND DECREED, that Plaintiff's Motion for Reconsideration be denied.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Plaintiff take nothing by his Complaint file herein.

DATED: Los Angeles, California, this 10th day of April, 1978.

/S/ A. Andrew Hauk
JUDGE, UNITED STATES DISTRICT COURT

MUSICK, PEELER & GARRETT
Attorneys At Law
One Wilshire Boulevard
Los Angeles, California 90017
Telephone (213) 629-3322

STEVEN D. WEINSTEIN
Attorneys for Defendants
SOUTHERN CALIFORNIA RAPID
TRANSIT DISTRICT and JACK
R. GILSTRAP.

Filed Feb. 6, 1978.

Entered Feb. 7, 1978.

UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA

FLOYD H. DANIELS, Plaintiff, vs. SOUTHERN CALIFORNIA RAPID TRANSIT DISTRICT, a public corporation; and JACK R. GILSTRAP, as General Manager of the SOUTHERN CALIFORNIA RAPID TRANSIT DISTRICT, Defendants.	Civil No. 77-4103-AAH JUDGMENT

The Motion of the Defendants, SOUTHERN CALIFORNIA RAPID TRANSIT DISTRICT and JACK R. GILSTRAP, duly and regularly came on for hearing before the HONORABLE A. ANDREW HAUK, District Judge, on the 23rd day of January, 1978, the Plaintiff appearing in propria persona, and the Defendants appearing by their counsel

MUSICK, PEELER & GARRETT by STEVEN D. WEINSTEIN, and the Court having considered the Defendants' Motion to Dismiss the Complaint for Failure to State A Claim Upon Which Relief Can Be Granted and other matters submitted to the Court in connection with said Motion, and the case having been fully argued, and the matter having been submitted, and the Court having found that the Complaint fails to state a claim upon which relief can be granted in that Plaintiff's claims are barred by the doctrine of res judicata by the prior court action of Floyd H. Daniels v. Southern California Rapid Transit District, et al., No. CV 75 290 EAC, and the Court having found it unnecessary to make a determination based on the other grounds presented by the Defendants's Motion:

IT IS ORDERED, ADJUDGED AND DEREEED, that Defendants' Motion by granted;

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED, that Plaintiff take nothing by his Complaint on file herein.

DATED: Los Angeles, California, this 6th day of February 1978.

/S/ A. Andrew Hauk
JUDGE, UNITED STATES DISTRICT COURT

MUSICK, PEELER & GARRETT
Attorneys At Law
One Wilshire Boulevard
Los Angeles, California 90017
Telephone (213) 629-3322

MICHAEL W. CONLON
Attorneys for Defendants

Filed June 12, 1975.
Entered June 12, 1975.

UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA

FLOYD H. DANIELS, Plaintiff, vs. SOUTHERN CALIFORNIA RAPID TRANSIT DISTRICT, a public corporation; and JACK R. GILSTRAP, as General Manager of the SOUTHERN CALIFORNIA RAPID TRANSIT DISTRICT, Defendants.	NO. CV 290 EAC AMENDED JUDGMENT

The Motion of the Plaintiff, FLOYD H. DANIELS, to vacate Judgment and the Motion for Summary Judgment of Defendants SOUTHERN CALIFORNIA RAPID TRANSIT DISTRICT and JACK R. GILSTRAP, duly and regularly came on for hearing before the Honorable E. Avery Crary, District Judge, on the 9th day of June, 1975, the Plaintiff appearing

EXHIBIT "A"

by his counsel, McSherry and Dickey, and the Defendants appearing by their counsel, Musick, Peeler and Garrett, and the Court having considered the Plaintiff's Motion to Vacate Judgment, and the case having been fully argued, and the matter having been submitted, and Defendants withdrawing their Motion for Summary Judgment and the Court having found that that portion of Plaintiff's Complaint brought pursuant to 42 U.S.C. Section 1981 is an action brought under Statute which Section requires an action brought pursuant thereto to allege a racial discrimination and that Plaintiff does not allege racial discrimination, and the Court having found that the Plaintiff's actions brought pursuant to 42 U.S.C. Section 1981 and 42 U.S.C. 1983 failed to state a claim upon which relief can be granted in that Plaintiff's claims are barred by C.C.P. 338(1):

IT IS ORDERED, ADJUDGED AND DECREED, that Plaintiff's Motion to Vacate Judgment be denied;

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that Plaintiff take nothing by his Complaint on file herein.

DATED: Los Angeles, California, this 11th day of June, 1975.

/S/ E. Avery Crary
JUDGE, UNITED STATES DISTRICT COURT.

SOUTHERN CALIFORNIA
RAPID TRANSIT DISTRICT
1060 South Broadway
Los Angeles, Ca. 90015
Telephone (213) 749-6977
January 28, 1971

REGISTERED MAIL
RETURN RECEIPT REQUESTED

Mr. Floyd H. Daniels
4650 Coliseum Street - Apt. #1
Los Angeles, California 90016

Dear Mr. Daniels:

This letter will inform you that agreement has now been reached between Southern California Rapid Transit District and United Transportation Union, pursuant to the terms of which the District is to (1) compensate you for the period June 20 through July 18, 1970, plus accrud vacation time, and (2) offer to you reinstatement upon the conditions that such offer be accepted within five days after receipt of this letter and that you sever your employment by the Los Angeles City School System.

We accordingly enclose a check payable to your order in the amount of $1,098.24, representing the above mentioned compensation after appropriate deductions. In addition, we hereby offer you reinstatement upon the conditions above specified, which are that you accept the offer and sever your School employment within the permitted five-day period. Your failure to comply with these conditions

during such five-day period will, of course, automatically result in the permanent loss of an reinstatement rights on your part.

Very truly yours,

SOUTHERN CALIFORNIA
RAPID TRANSIT DISTRICT

/S/ By George F. Goehler
Manager of Operations

DPE/MLR:eh

cc: M.L. Rise
J.S. Wilkens
J.T. Johnston

Page #2 of

Exhibit "B"

215228

Southern California
RAPID TRANSIT DISTRICT
LOS ANGELES, CALIFORNIA

OPERATION FUND

16-104
1220

PAY TO THE ORDER OF

F.H. DANIELS
4650 COLISEUM ST., APT. 1
LOS ANGELES, CA. 90016

NUMBER	MO.	DAY	YEAR	$
065228	06	22	77	**1098.24

Bank of America
SEVENTH AND SPRING OFFICE
639 SOUTH SPRING STREET
LOS ANGELES, CALIFORNIA, 90014

ASSISTANT TREASURER

GENERAL MANAGER

⑈215228⑈ ⑆1220⑆0104⑆000196⑈80156⑈

FORM 33-89

SOUTHERN CALIFORNIA RAPID TRANSIT DISTRICT
425 SOUTH MAIN, LOS ANGELES, CALIFORNIA 90013

REMITTANCE ADVICE

WARRANT NO. 83877

F.H. DANIELS
4650 COLISEUM ST., APT. 1
LOS ANGELES, CA. 90016

CHECK NUMBER 065228 DATE 062277 $ **1098.24

INVOICE					DISTRIBUTION				
DEPT	DATE	YOUR NO	AMOUNT	CR	ACCT NO	UNIT	ACCOUNT	AMOUNT	CR
TO REPLACE ACCOUNT STALE DATE, PAYROLL ACCOUNT SPECIAL CHECK NO. 0309681 ISSUED PAYABLE TO YOU'R ORDER ON 1-28-1971			1098 24				1990	1098 24	

15. Exhibit "C"

Floyd H. Daniels
4650 Coliseum Street, #1
Los Angeles, Ca. 90016
June 25, 1977
Telephone (213) 296-4588

Mr. John S. Wilkens, Manager of Employee Relations
Southern California Rapid Transit District
425 South Main
Los Angeles, California 90013

Dear Sir:

As a result of my visit to the Southern California Rapid Transit District Headquarters at 425 South Main on June 21, 1977, Floyd H. Daniels, received on June 24, 1977, a check from the District in the amount of $1,098.24, as part of an agreement between the Southern California Rapid Transit District and United Transportation Union in a letter to me on January 28, 1971. The letter is inclosed.

I want to thank you for the kind and friendly service I received on my visit to the District Headquarters. It was great.

As you know, another check for the same amount above was sent to me with the inclosed letter on January 28, 1971; and, on the advice of my Attorney, this check was returned to your Headquarters in a letter by my Attorney at the time on February 27, 1971.

In paragraph number one of the inclosed letter from the District dated January 28, 1971, there were two (2) agreements;

EXHIBIT "D"

and the District only complied with the number (1) agreement when the District sent me the check dated June 22, 1977.

The two (2) agreements are:

> "(1) Compensate you for the period June 20 through July 18, 1970, plus accrued vacation time."

For the above, this is the check in the amount of $1,098.24, the District sent to me dated June 22, 1977.

> "(2) Offer to you reinstatement upon the conditions that such offer be accepted within five days after receipt of this letter and that you sever your employment by the Los Angeles City School System."

Since the District has complied with agreement number (1), I am now asking the District to kindly consider the number (2) part of the agreement with modifications. The modifications are that the District consider striking the followings from agreement (2), which is, "and that you sever your employment by the Los Angeles City School System."

I am kindly asking the District to modify agreement (2), because You, Mr. Wilkens, and I, Floyd H. Daniels, both know that it has been substantiated that there were Bus Operator (Caucasian), employed by the Southern California Rapid Transit District who were performing dual employment long

before I, Floyd H. Daniels, started performing dual employment. These Bus Operators Employees (Caucasian), were performing dual employment at the time the inclosed letter was written; and, these Bus Operators Employees(Caucasian) have been continued to perform dual employment until the present time.

So, to require Me, Floyd H. Daniels, at this time to sever my employment with the Los Angeles City School System would be Racial Discrimination.

I went into one of the District's Division Headquarters, and a sign read, "EQUAL EMPLOYMENT OPPORTUNITY IS THE LAW." "DISCRIMINATION IS PROHIBITED by the Civil Rights Act of 1964, and by Executive Order Number 11246."

As I entered your very fine personnel office,I again, read the sign and I asked myself, "if the District really intended for this to apply for all Citizens, including Me, Floyd H. Daniels?"

Therefore, I am writing this letter to inform the District that I have received the check in the amount of $1,098.24; and, I have accepted the check. Also, I am available and ready for reinstatement as a Bus Operator with all rights, privileges, and seniority. It is my desire not to be just a Bus Operator, but one of the top Bus Operators of the Southern California Rapid Transit District.

I told Ms. Showers in personnel that you were a fine gentleman, and that I highly

respected you for your integrity and honor. This is why I addressed this letter to you. If you are not the appropriate Officer to consider this matter, kindly refer this letter to the appropriate Officer, or Officers for consideration.

It is requested that the above matter be considered with the best of integrity and dignity.

May God bless you and all of your fellow officers of the Southern California Rapid Transit District.

Very truly yours,

Floyd H. Daniels

cc: File

Page #4 of
Exhibit "D"

Floyd H. Daniels
4650 Coliseum Street, #1
Los Angeles, Ca. 90016
July 15, 1977

Telephone (213) 296-4588

Mr. John S. Wilken, Manager of Employee Relations
Southern California Rapid Transit District
425 South Main Street
Los Angeles, California 90013

Dear Mr. Wilkens:

In receipt of your letter dated July 12, 1977 regarding my offer to accept reinstatement as a bus operator for the

Southern California Rapid Transit District, I hereby give my reply.

First of all, the letter dated January 28, 1971, signed by George F. Goehler, the Manager of Operations at that time, was an agreement between the Southern California Rapid Transit District and the United Transportation Union. I have attached hereto, two letters, one (1) from the District, and one (1) from the Union that led up to this agreement between the Union and the District in the letter to me, dated January 28, 1971.

The two (2) agreements in the letter dated January 28, 1971 were all in one (1) sentence, as follows:

> "This letter will inform you that agreement has now been reached between Southern California Rapid Transit District and United Transportation Union, pursuant to the terms of which the District is to (1) compensate you for the period June 20 through July 18, 1970, plus accured vacation time, and (2) offer to you reinstatement upon the conditititions that such offer be accepted within five days after receipt of this letter and that you sever your employment by the Los Angeles City School System."

I did not accept the check for $1,098.24. I sent it back to the District, and at the same time, I did not accept reinstatement. Instead, my Attorney at that time, and I

went to Court.

When I came into your personnel office on June 21, 1977, the accured vacation time in the amount of $590.63 was due me. This is substantiated by the "Tender of Wages Due", attached hereto. However, the District elected to pay me, also, for the period June 20 through July 18, 1970, which was the agreement between the Union and District, which amounted to $880.79. $880.79 + 590.63 = $1,471.42. After deductions, the net amount was $1,098.24.

The above is the amount of the check that I did not accept, and instead, returned it back to the District in a letter dated February 27, 1971.

The Auditor for the District came into the personnel office on June 21, 1977, showed me the old check, and said, "I had to contact Mr. Wilkens, who was in a meeting and get his approval to replace this check with another check, and we will get it out tomorrow." The check was made and updated to June 22, 1977. I received the check on June 24, 1977, and on June 25, 1977, I made an offer to accept reinstatement as a bus operator in a letter to you. You, Mr. Wilkens, considered it fair and in order to adjust the date of the check that I did not accept and returned to the District on February 27, 1971. You ordered prepared and issued to me another check dated June 22, 1977.

If the District reconsidered and re-adjusted the date of the check that I did not accept, but returned it to the District,

which was agreement (1) between the Union and District in the letter dated January 28, 1971; it is only fair and just that the District consider it is fair and in order to reconsider and adjust agreement (2) between the District and Union in the same letter, same paragraph, and same sentence.

I stated to you in my letter dated June 25, 1977, that it had been substantiated that there were Bus Operator (Caucasian) employed by the Southern California Rapid Transit District who were performing dual employment long before I, Floyd H. Daniels, started performing dual employment. These Bus Operator Employees (Caucasian) were performing dual employment at the time the letter dated January 28, 1971, was written. It was demanded that I, Floyd H. Daniels, sever my outside employment, while the Bus Operator Employees (Caucasian) who were performing outside employment were not demanded that they sever their outside employment. This is Racial Discrimination. These Bus Operator Employees (Caucasian) have continued to perform dual employment up until the present time. If, I, Floyd H. Daniels, is not reinstated as a bus operator, this is also, Racial Discrimination.

In my letter dated June 25, 1977, I stated that the U.S. Civil Rights Act of 1964, not the California Laws, being violated by the District. This is U.S. Title VII. I now call your attention to Title 42, Section 1981 of the United States Code being violated by the District.

You mentioned the Courts in your letter

dated July 12, 1977. This is an independent style of action. This action started when the District prepared and sent the check in the amount of $1,098.24. Therefore, the Courts have not decided on this action.

As you are aware, I, Floyd H. Daniels, have never resigned as a Bus Operator from the Southern California Rapid Transit District.

I am hereby advising the District that I, Floyd H. Daniels, accept the offer of reinstatement with full seniority unimpaired from the date of my hiring; and, I be treated and extended the same privileges as other employees of the Southern California Rapid Transit District.

I, Floyd H. Daniels, is hereby advising the District to make the offer of reinstatement effective Sunday, August 14, 1977.

I, Floyd H. Daniels, will come to work on time and perform my duties as a bus operator just as other employee are required. I will come to work every day I am suppose to come to work. This outside employment will not affect my performance as a bus operator. This is reflected by my previously dual employment. I had 65 demerits when I started performing dual employment; and, I had reduced these demerits down to to 15 demerits before I was taken out of service. Also, I had no chargeable accidents; and, only one miss-out, which was due to a misunderstanding of the schedule for Veterans Day.

Page #5 of
Exhibit "E"

Mr. Wilkens, since the above two (2) agreements were between the District and Union, I am sending Mr. Earl R. Clark, General Chairman, United Transportation Union, a copy of this letter, and a copy of my letter to you dated June 25, 1977; and a copy of your letter to me, dated July 12, 1977.

I am hereby, kindly requesting Mr. Earl R. Clark, General Chairman, United Transportation Union, excute in the writing of a letter to you stating the United Transportation Union's position regarding my offer to accept reinstatement effective Sunday, August 14, 1977; and, a copy of that letter be sent to me for my record.

Mr. Wilkens, I am hereby, kindly requesting a written answer from you of the Southern California Rapid Transit District's position regarding my offer to accept reinstatement as a bus operator effective Sunday, August 14, 1977.

Yours very truly

Floyd H. Daniels

UNITED TRANSPORTATION UNION

January 4, 1971

Mr. George S. Goehler
Manager of Operations
So. Calif. Rapid Transit District
1060 South Broadway
Los Angeles, California 90015

Dear Mr. Goehler:

Re: Operator Floyd H. Daniels, Badge #2921

Thank you for your letter of December 18, 1970, in which you offered to conpensate Operator Daniels for the period June 20 to July 18, 1970. The General Committee of Adjustment considered your proposal and has accepted it subject to the following proviso: That Operator Daniels be offered reinstatement to his former position with the District, and be given five days in which to accept said offer of reinstatement.

It is understood, of course, that this offer of reinstatement would be based upon the conditions set forth in your letter of June 11, 1970, which was accepted by Mr. K.R. Moore's letter of June 15, 1970, where it says in part:

> "In the event of Operator Daniels is exonerated of the pending charge of attempted rape, he must then make an election as to whether he desires to work for the District as a bus driver or for the Los Angeles School District as a teacher. It is agreed that he cannot do both."

Would you kindly advise us at your earliest convenience whether this condition to the proposed settlement is satisfactory.

Yours very truly,

/S/ Earl R. Clark
Earl R. Clark
General Chairman

Page #7 of
Exhibit "E"

SOUTHERN CALIFORNIA
RAPID TRANSIT DISTRICT

January 22, 1971

Mr. Earl R. Clark, General Chairman
United Transportation Union
1725 West Sixth Street, Suite 407
Los Angeles, California 90017

Dear Mr. Clark:

Thank you for you letter of January 4, 1971, in response to our letter of December 18, 1970, with respect to the Floyd H. Daniels case.

This will confirm that we are now in agreement that Operator Daniels will be (1) compensated for the period June 20 through July 18, 1970, and (2) offered reinstatement by the District upon the conditions that he accept such offer within five days after its receipt and sever any employment by the Los Angeles City School System.

We will accordingly proceed promptly with such payment and re-employment offer, furnishing you of course, with appropriate copies including a copy of an response from Operator Daniels.

Very truly yours,

/S/ Geogre F. Goehler
George F. Goehler,
Manager of Operations

Page #8 of
Exhibit "E"

MTA 30-19
REV. 7/5/61

LOS ANGELES METROPOLITAN TRANSIT AUTHORITY
TENDER OF WAGES DUE

Date July 1, 19 70.

DEPARTMENT	LOCATION
Transportation	3207

To Employee Floyd H. Daniels Index No 2921

$590.63 Gross in cash is hereby tendered to you in full payment of balance of wages due upon your discharge this instant. Vacation Time of 68-69 -- 69-70, 157 Hrs. 30 Min. - $590.63, Gross.

Superintendent

I ~~accept~~ refuse to receive the above payment.

Signature of Employee

In our presence, the above tender was made to, and refused by, said employee at the time and place of his/her discharge.

Witness

Witness

Floyd H. Daniels
4650 Coliseum Street, #1
Los Angeles, Ca. 90016
August 15, 1977

Mr. John S. Wilkens, Manager of Employee Relations
Southern California Rapid Transit District
425 South Main Street
Los Angeles, California 90013

Dear Mr. Wilkens:

On July 15, 1977, I wrote you a letter advising the Southern California Rapid Transit District that I, Floyd H. Daniels, accept the offer of reinstatement with seniority unimpaired from the date of my hiring; and, that I be treated and extended the same privileges as other employees of the Southern California Rapid Transit District; and, this offer for reinstatement be made effective Sunday, August 14, 1977.

The reinstatement date effective Sunday, August 14, 1977, has now expired; and I have not received any notification from You and the Southern California Rapid Transit District. I have reasonable concluded that the thirty (30) days was ample time for You and the Southern California Rapid Transit District to notify Me, Floyd H. Daniels, of my offer for reinstatement as a Bus Operator.

I am now advising You and the Southern California Rapid Transit District to reinstate Me, Floyd H. Daniels, in accordance with the terms of the letter, dated July 15, 1977, within thirty (30) days

EXHIBIT "F"

from the above date of this letter, August 15, 1977, to you; which will be September 14, 1977, with the exception of the following quoted paragraph of the letter:

> "I am hereby requesting Mr.Earl C. Clark, General Chairman, United Transportation Union to execute in writing of a letter to you stating the Union's position regarding my offer to accept reinstatement effective Sunday, August 14, 1977; and, a copy of that letter be sent to me for my record."

I, hereby, withdraw the above quoted paragraph because I have talked with both Mr. Earl R. Clark, General Chairman, and Mr. William C. Haag, Local Chairman, #1565; and, both men have notified me that I, Floyd H. Daniels, should be reinstated in accordance with the terms of my letter to you, dated July 15, 1977. Both Mr. Clark and Mr. Haag have also offered their services to serve as witnesses in my behalf in Court, if necessary. Therefore, it is only fair that I withdraw the above quoted paragraph because if you had talked to me and likewise notified me of my reinstatement; I, Floyd H. Daniels, would have been reinstated and working effective Sunday, August 14, 1977.

I have had the opportunity to visit some of the District's employees who are performing outside employment, and they have showed me their outside employment with pride and dignity. This I could not, and can not do, because of You and the

Southern California Rapid Transit District.

I, Floyd H. Daniels, is a natural born Citizen of these United States of America. I had the opportunity of being drafted into the U.S. Navy during World War II; and, I served in those dangerous waters of the great Pacific Ocean helping to preserve and protect this great Country's Independence, and the very precious Liberties and Civil Rights it stand for. I am a Teacher for the Los Angeles School System. As a Teacher, I am charged to teach your children, my children, and other children of parents who are living in the Los Angeles Unified School District, the truths about developing their minds and bodies in order to be good United States Citizens in order to enjoy and protect their Civil Rights. I, Floyd H. Daniels, can not effectively teach these truths if I am not afforded my own Civil Rights; and do not protect, and pursue my Civil Rights.

When You and the Southern California Rapid Transit District failed to reinstatement Me, Floyd H. Daniels, to the service of the District as a Bus Operator effective Sunday, August 14, 1977, you have in fact indicated that I, Floyd H. Daniels, is an inferior United States Citizen; and also, an inferior Teacher for the Los Angeles Unified School System. This is <u>immorally wrong</u>, <u>disgraceful</u>, and <u>unlawful</u> on the part of You, as Manager of Employee Relations, and the Southern California Rapit Transit District to impose this type of <u>Racial Discrimination</u> on Me, Floyd H. Daniels, because of my <u>Race</u> a <u>Negro (Black)</u>

Therefore, if I, Floyd H. Daniels, is not reinstated by You and the Southern California Rapid Transit District to the service as a Bus Operator as effective of Sunday, August 14, 1977; and, and within thirty (30) days from the date of this letter to You, the termination date being Wednesday, September 14, 1977; I, Floyd H. Daniels, have no choice but to secure the services of an Attorney, and file a Complaint in the Federal District Court for reinstatement as a Bus Operator, and punitive and exemplary damages in the amount of One Milliam Dollars ($1,000,000.00) tax-free, plus attorney fees, court cost, and for such other and further relief as the Court may deem just.

Yours very truly,

Floyd H. Daniels

Southern California
Rapid Transit District
425 South Main Street
Los Angeles, Ca. 90013
August 16, 1977

Mr. Floyd H. Daniels
4650 Coliseum Street, #1
Los Angeles, California 90016

Dear Mr. Daniels:

This will acknowledge receipt of your letters dated July 15, 1977 and August 15, 1977. Please be advised that there has been no change in the District's position as set forth in my letter to you dated July 12, 1977.

As you did not meet the conditions established by the District and the United Transportation Union for your reinstatement in 1971, you were terminated as an employee of the District at that time.

Your termination in 1971 was final for all purposes at that time and is not subject to reconsideration.

Sincerely,

/S/ John S. Wilkens
John S. Wilkens
Manager of Employee Relations

EXHIBIT "G"

All Exhibits in this Supplementary Appendix are true typed copies of each and every Exhibit to the best of my knowledge and belief to be true.

Each and every Exhibit have the same Alphabetical Listing in this Supplementary Appendix as they have in the original Appendix. Only the Page Numbers are different.

DATED: June 12, 1980.

Respectfully submitted

By Floyd H. Daniels
Floyd H. Daniels

In Propria Persona